

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES 1
2. AMENDMENT/MODIFICATION NO. 0001		3. EFFECTIVE DATE 1 Aug 2002	4. REQUISITION/PURCHASE REQ. NO. W25PHS-1339-3353	5. PROJECT NO. (If applicable)
6. ISSUED BY CODE		7. ADMINISTERED BY (If other than Item 6) CODE		
US ARMY ENGINEER DISTRICT, PHILADELPHIA CONTRACTING DIVISION WANAMAKER BUILDING, 100 PENN SQUARE EAST PHILADELPHIA, PENNSYLVANIA 19107-3390		POC: MICHELLE BERTOLINE 215-656-6914		
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)			(√)	9A. AMENDMENT OF SOLICITATION NO. DACW61-02-B-0006
			×	9B. DATED (SEE ITEM 11) 9 JULY 2002
				10A. MODIFICATION OF CONTRACTS/ORDER NO.
				10B. DATED (SEE ITEM 13)
CODE		FACILITY CODE		

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☒ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers tended. ☐ is extended, ☒ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

BEACH NOURISHMENT, CAPE MAY INLET TO LOWER TOWNSHIP, CAPE MAY, NEW JERSEY

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

- (√) A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
- B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
- C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
- D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☐ is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

THIS AMENDMENT DOES NOT EXTEND THE 8 AUGUST 2002 BID OPENING DATE.

(CONTINUED ON NEXT PAGE)

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY _____	16C. DATE SIGNED
(Signature of person authorized to sign)		(Signature of Contracting Officer)	

14. DESCRIPTION OF AMENDMENT (continued)

a. SPECIFICATIONS:

Section 02390, Please delete pages 02390 - 5 through 02390 – 8 in their entirety and substitute the revised pages of the same number, annotated Amendment No. 0001, attached hereto.

b. Please indicate receipt of this amendment on Standard Form 1442(SOLICITATION, OFFER, AND AWARD) as Amendment No.0001. Failure to acknowledge all amendments may be cause for rejection of the bid.

Philadelphia District Office at the following address: U.S. Army Corps of Engineers, Philadelphia District, Design Branch (CENAP-EN-DC), c/o L. Alfredo Montes, Wanamaker Building, 100 Penn Square East, Philadelphia, PA 19107. The data shall be submitted as specified in Section 01720 SURVEY REQUIREMENTS.

3.3 PLACEMENT OF BEACHFILL

3.3.1 General

Beachfill material shall be placed and shaped to the beachfill template lines, grades, slopes, and elevations shown on the drawings. There shall be no pronounced ridges or wash holes in the final grades and slopes unless otherwise indicated. ~~The Contractor shall remove all cobbles larger than 6 inches from the beach after final grading.~~ A vertical tolerance of plus and minus 0.2 feet will be permitted in the grades and slopes, above elevation -2.8 NAVD 88(mean low water). Below elevation -2.8 NAVD 88 (mean low water), the beachfill may be placed at a slope steeper, but not flatter, than the slopes shown on the drawings. The Contractor shall conduct his work operations so that no areas landward of the work limits shown on the drawings are disturbed. A spreader section shall be used at the discharge end of the pipeline for uniform distribution of the beachfill material. Land-based equipment shall be used for grading the beachfill material.

All material shall be hydraulically placed. If the Contractor stockpiles material and subsequently uses land-based equipment to move the material to its final position, the Contractor shall wait 24 hours before after-surveys are conducted of that area.

During the operation of placing beachfill material, all debris resulting from construction operations shall be removed from the work site and disposed of at the Contractor's expense. Such disposal shall comply with all applicable Federal, state, and local laws. Such materials shall be removed from the site of the work before the date of completion of the work under these specifications.

3.3.2 Restrictions on Beachfill Operations

The Contractor will be allowed to close the beach, utilizing temporary fencing, barricades, and signage, in 2000 foot sections to allow placement of beachfill. Acceptance of beachfill will be made in 1000 foot sections. After acceptance of a section, the Contractor shall advance the closed section of beach. All other sections of the beach, except staging areas, are to remain open to the general public. Ramps must be provided over the pipeline to allow public access to the ocean. The Contractor shall ensure that any movement of pipeline or equipment is done, with recognition to the public presence, in accordance with the approved Accident Prevention Plan.

3.3.3 Placement of Beachfill Beneath Existing Beach Structures

Placement and grading of beachfill material by hand may be required beneath existing beach structures. The Contractor shall protect the existing beach structures from damage. Placement of beachfill material beneath structures shall be done in a manner that minimizes the ponding of water. If ponded areas are created due to the Contractor's operations the Contractor shall pump these areas dry at no expense to the Government. Any structures damaged shall be repaired at the expense of the Contractor.

3.3.4 Outfall Drainage

The Contractor shall maintain drainage of all outfalls at all times throughout the duration of the contract.

3.3.5 Hydraulic and Hopper Dredges

All pipelines used with hydraulic dredges shall be kept in good condition at all times, and any leaks or breaks shall be promptly repaired. Material excavated by hopper dredge shall be loaded into bins or hoppers. The material shall be pumped directly to the beachfill area by a means which will prevent the loss of any material into the ocean. Special care shall be taken to assure that hoppers do not leak during any phase of the contract work.

3.3.6 Accident Prevention Plan

Barricades, warning signs, and lights shall be provided by the Contractor, subject to the approval of the Contracting Officer as part of the accident prevention plan, for the protection and safety of the public using the adjacent beach areas. The beachfill dredge pipe shall be clearly marked with buoy signs or other signage approved by the Contracting Officer at a distance of 200 feet seaward of the low water line at all locations that the dredge pipe is landed. This sign shall warn the public of the location and danger of the submerged pipe. All barricades, warning signs, and lights shall be installed prior to the start of any work.

3.4 CONTRACTOR QUALITY CONTROL

3.4.1 Contractor Reports

The Contractor shall prepare and maintain Daily Report of Operations forms, and shall furnish signed copies thereof with the daily Quality Control Records required in Section 01450 CONTRACTOR QUALITY CONTROL to the Contracting Officer. Copies of the Daily Construction Quality Report and Report of Operations forms to be used are attached to the end of that section. The Contractor shall indicate on these daily forms the location and depth of dredging in the borrow area. The location shall be easily located on the map of the borrow area provided as a submittal.

3.4.2 Samples and Testing

The Contractor shall obtain samples of beachfill material from the finished beach at 500 foot intervals not more than two days following placement and final grading of beachfill and have them tested for grain size distribution in accordance with ASTM D 422. All testing shall be performed by a Corps of Engineers approved laboratory as specified in SECTION 01450: CONTRACTOR QUALITY CONTROL. Samples shall be obtained at approximately +3 feet NAVD, on the beachfill slope. The Contractor shall collect no more than five samples of beachfill material before sending the samples to the laboratory.

The results of each test shall be recorded on ENG Form 2087, a copy of which is included in SECTION 00845 of this contract. The Contractor shall also record on ENG Form 2087 the location of the dredge within the borrow area and the depth of dredging at the time of placement of the sand sampled. Test results shall be submitted to the Contracting Officer within one week after completion of the laboratory testing.

3.4.3 Form Preparation

Instructions regarding the preparation of all required forms will be provided at the Contractor Quality Control Coordination Meeting.

3.5 MEASUREMENT AND PAYMENT

3.5.1 Mobilization and Demobilization

All costs connected with the mobilization and demobilization of the Contractor's plant and equipment will be paid for at the lump sum price for this item as listed in the Bidding Schedule. Sixty percent (60%) of the lump sum price will be paid to the Contractor upon completion of his mobilization at the work site. The remaining forty percent (40%) will be included in the final payment for work under this contract.

3.5.1.1 Contractor Furnished Cost Data

In the event the Contracting Officer considers that the amount in this item (sixty percent) which represents mobilization, does not bear a reasonable relation to the cost of the work in this contract, the Contracting Officer may require the Contractor to furnish cost data to justify this portion of the bid price. Failure to justify such price to the satisfaction of the Contracting Officer will result in the payment of actual mobilization costs, as determined by the Contracting Officer, at the completion of mobilization. The payment of the remainder of this item will be included in the final payment under the contract. The determination of the Contracting Officer in these circumstances is not subject to appeal.

3.5.1.2 Mobilization and Demobilization Costs for Base Bid

All costs in connection with the mobilization and demobilization of the Contractor's plant and equipment as defined below shall be included in the contract lump sum price for Bid Item No. 1 "Mobilization and Demobilization".

a. Mobilization shall include all costs for operations accomplished prior to commencement of actual beachfill placement; that is transfer of all plant and equipment to the work site, initial installation of pipelines, and all other incidentals in advance of beachfill placement operations.

b. Demobilization shall include general preparation for transfer of the plant and equipment to the Contractor's home or standby base, removal of pipelines, cleanup, and the transfer of plant and equipment to the home or standby base.

3.5.2 Placement of Beachfill for Base Bid and Options 1, 2, and 3

Beachfill material placed in the designated area within the allowable tolerance will be measured for payment by the cubic yard in place on the beach. The total number of cubic yards placed will be computed by the average-end-area method from cross-section surveys obtained by the Contractor immediately before and after the beachfill operations as required by Special Clause: QUANTITY SURVEYS. The volume so computed will be the pay quantity for the contract. **A deduction of one cubic yard will be made from the pay quantity for every cubic yard of material removed below the following elevation for the associated borrow area: -46 feet (NAVD 88) for Area M1, -54 feet (NAVD 88) for Area 4, and -44 feet (NAVD 88) for Area 5.** This deduction will be based on before-dredging surveys conducted immediately prior to dredging and after-dredging surveys conducted immediately following final dredging. Payment for placing and grading the

beachfill material will be made at the contract unit price per cubic yard for Bid Item No. 2, "Beachfill" and Bid Item Nos. 4, 5, and 6 (If Options Nos. 1, 2, and/or 3 are awarded). Payment for these Bid Items shall also include full compensation to the Contractor for conducting pre-placement condition surveys, maintaining drainage of the outfall pipes, beachfill testing, and performing all surveys of the borrow area and the surveys required for quantity computations.

-- End of Section --